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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
AT TACOMA

10 ANGELA PACE,

11 Plaintiff,

12 v.

13 NANCY A. BERRYHILL, Acting
14 Commissioner of the Social Security
Administration,

15 Defendant.

CASE NO. 3:15-cv-05419 JRC

ORDER GRANTING
UNOPPOSED MOTION FOR
ATTORNEY'S FEES PURSUANT
TO 42 U.S.C. § 406(b)

16 This Court has jurisdiction pursuant to 28 U.S.C. § 636(c), Fed. R. Civ. P. 73 and Local
17 Magistrate Judge Rule MJR 13 (*see also* Notice of Initial Assignment to a U.S. Magistrate Judge
18 and Consent Form, Dkt. 5; Consent to Proceed Before a United States Magistrate Judge, Dkt. 6).

19 This matter is before the Court on plaintiff's Motion for Attorney's Fees Pursuant to 42 U.S.C. §
20 406(b). *See* Dkt. 23. Defendant has no objection to plaintiff's motion. *See* Dkt. 24.

21 The Court may allow a reasonable fee for an attorney who represented a Social Security
22 Title II claimant before the Court and obtained a favorable judgment, as long as such fee is not in
23 excess of 25 percent of the total of past-due benefits. *See* 42 U.S.C. § 406(b)(1); *Grisbrecht v.*
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1 *Barnhart*, 535 U.S. 789 (2002). When a contingency agreement applies, the Court will look first
2 to such agreement and will conduct an independent review to assure the reasonableness of the
3 fee requested, taking into consideration the character of the representation and results achieved.
4 *See Grisbrecht*, *supra*, 535 U.S. at 807, 808 (footnote omitted) (citations omitted). Although the
5 fee agreement is the primary means for determining the fee, the Court will adjust the fee
6 downward if substandard representation was provided, if the attorney caused excessive delay, or
7 if a windfall would result from the requested fee. *See Crawford v. Astrue*, 586 F.3d 1142, 1151
8 (9th Cir. 2009) (*citing Grisbrecht*, *supra*, 535 U.S. at 808).

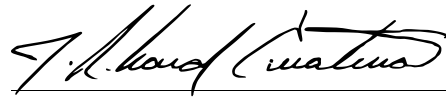
9 Here, the representation was standard, at least, and the results achieved excellent (*see*
10 Dkt. 23, Attachment 3). *See Grisbrecht*, *supra*, 535 U.S. at 808. Following a stipulated remand
11 from this Court for further consideration (*see* Dkt. 17), plaintiff was awarded benefits. There has
12 not been excessive delay and no windfall will result from the requested fee.

13 Plaintiff's total back payment was \$77,140.00 (*see* Dkt. 23, Attachment 3, p. 2). Plaintiff
14 has moved for a net attorney's fee of \$13,285.00 (*see* Dkt. 23), and the Court has considered
15 plaintiff's gross attorney's fee of \$19,034.09 and the EAJA award received by plaintiff's
16 attorney in the amount of \$5,749.09. *Parish v. Comm'r. Soc. Sec. Admin.*, 698 F.3d 1215, 1221
17 (9th Cir. 2012).

18 Based on plaintiff's unopposed motion and supporting documents (*see* Dkt. 23,
19 Attachments 1, 3, 4, 5, 6), it is hereby ORDERED that plaintiff's attorney, Eitan Kassel Yanich,
20 Esq., is awarded attorney's fees in the amount of \$19,034.09, pursuant to 42 U.S.C. § 406(b),
21 reduced by the EAJA fees of \$5,749.09 that were previously awarded, plus an additional
22 voluntary reduction of \$250.91, leaving a net fee of \$13,285.00. When issuing the 42 U.S.C. §
23 406(b) check for payment to plaintiff's attorney, Social Security is directed to send to plaintiff's
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1 attorney the net balance of \$13,285.00, minus any applicable processing fees as allowed by
2 statute. The Social Security Administration is to release the remaining backpay (the previously
3 awarded EAJA fees in the amount of \$5,749.09) to plaintiff.

4 Dated this 31st day of January, 2018.

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7 J. Richard Creatura
8 United States Magistrate Judge
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